

APPLICATION FOR REZONING PETITION - CITY OF TERRE HAUTE

SPECIAL ORDINANCE NO. \underline{Q} , 2019

COMMON ADDRESS OF LOTS TO BE REZONED:

1706 Harding Avenue and 207 Hulman Street, Terre Haute, IN 47802

Current Zoning: R-2 Two Family Residence District

Requested Zoning: M-1 Light Industry District

Proposed Use: Motor Vehicle Storage

Name of Owner: Casey P. Collins and Rosalie M. Collins (fee owners and land contract sellers) and Zach

Reagan and Courtney Reagan (equitable owners and land contract purchasers)

Address of Owner: 5695 S. Earnest Street, Terre Haute IN 47802 (Reagan)

Phone Number of Owner: (812) 243-9985

Attorney Representing Owner: Jeffry A. Lind

Address of Attorney: 400 Ohio Street, Terre Haute, IN 47807

Phone Number of Attorney: 812-234-5463

For Information Contact: Jeffry A. Lind, 400 Ohio Street, Terre Haute, IN 47807, 812-234-5463

Council Sponsor: Amy Auler

*COPY OF SITE PLAN MUST ACCOMPANY THIS APPLICATION

SPECIAL ORDINANCE FOR A REZONING SPECIAL ORDINANCE NO. 9, 2019

MAR 2 8 2019

An Ordinance Amending Chapter 10, Article 2 of the Municipal Code designated as "Comprehensive Zoning Ordinance for Terre Haute Indiana."

CITY CLERK

Jeffry A. Lind

400 Ohio Street, Terre Haute, IN 47807, 812-234-5463.

SECTION 1. BE IT ORDIANED BY THE COMMON COUNCIL of the City of Terre Haute, Vigo County, State of Indiana, that Chapter 10, Article 2 of the City Code of Terre Haute, designated as the "Comprehensive Zoning Ordinance for Terre Haute" and Division 4, Section 10.121 thereof, District Maps, be, and the same is hereby amended to include as follows:

"That the following described real estate situated in the City of Terre Haute, County of Vigo, State of Indiana, to-wit:

Lots numbered Twenty-one (21) and Twenty-two (22) in Herman Hulman's Addition of 21 2/10 acres lying in the Northeast Quarter of Section Thirty-three (33), Township Twelve (12) North of Range Nine (9) West, adjoining Terre Haute, Indiana

Commonly known as: 1706 Harding Avenue and 207 Hulman Street, Terre Haute, IN 47802

Be and the same is hereby established as a M-1 Light Industry District, together with all rights and privileges that may insure to said real estate and the owners thereof by virtue of the law in such cases provided, subject to all limitations and restrictions imposed thereon by deed or otherwise."

SECTION II, WHEREAS, an emergency exists for the immediate taking effect of this Ordinance, the same

This instrument prepared by, and I affirm, under the penalties for perjury, that I have taken reasonable care

to redact each social security number in this document, unless required by law:

PETITION TO REZONE REAL PROPERTY

TO: THE PRESIDENT AND MEMBERS OF THE COMMON COUNCIL OF THE CITY OF TERRE HAUTE, INDIANA:

And THE PRESIDENT AND MEMBERS OF THE AREA PLAN COMMISSION FOR VIGO COUNTY, INDIANA:

LADIES AND GENTLEMAN:

The undersigned, Casey P. Collins and Rosalie M. Collins (fee owners and land contract sellers) and Zach Reagan and Courtney Reagan (equitable owners and land contract purchasers), respectfully submit this Petition to rezone the following described real estate in the City of Terre Haute, County of Vigo, Indiana, to wit:

Lots numbered Twenty-one (21) and Twenty-two (22) in Herman Hulman's Addition of 21 2/10 acres lying in the Northeast Quarter of Section Thirty-three (33), Township Twelve (12) North of Range Nine (9) West, adjoining Terre Haute, Indiana.

Commonly known as: 1706 Harding Avenue and 207 Hulman Street, Terre Haute, IN 47802

Your petitioner is informed and believes that in accordance with Chapter 10, Article 2 of the Municipal Code designated as "Comprehensive Zoning Ordinance for Terre Haute, Indiana," the above-described real estate is now zoned as R-2 Two Family Residence District.

Your petitioner would respectfully state that the real estate is now 1.) serving as the contractor shop for Zach and Courtney Reagan's janitorial service (207 Hulman Street); and 2.) along with a vacant home and out building to be demolished within 90 days of a successful rezoning of the tracts. Your petitioner intends to use the real estate for 1.) as the continued contractor shop for Zach and Courtney Reagan's janitorial service; and 2) a ceramic painting/coating business. The Reagans purchased (on contract) the real estate on the based upon the historical uses of the 207 Hulman Street building (believed to have been constructed and used over the years in both commercial and industrial purposes- for example the building was once owned and used by Moore Langen Bldg. Co., Inc.); the Commercial small retail taxation class attributed to the building in the County's tax records; and the honest belief relayed by the land contract sellers. Since June of 2017, the Reagans have operated their contractor shop for their janitorial service out of the 207 Hulman Street building since shortly after their land contract purchase in June of 2017 and had planned since such purchase to demolish the abandoned structures upon 1707 Harding Avenue by at least the summer of 2019. The Reagans discovered the R-2 Zoning classification upon making appropriate inquiry related to the new/ combined use to which they hope to put to the real estate (a ceramic painting/coating business). It is the desire of the current occupants to have the property rezoned to correspond to the use to which the property is now used and allow the Reagan's expansion into a ceramic painting/coating business. The real estate to the North is currently zoned M-1, the real estate to the South is currently zoned C-6, the property to the south is currently zoned R-2, Planned Development (the former bus station), believed to have reverted to R-2 upon the discontinuation of the bus stop use some years ago. The photo of the 207 Hulman Street Building (attached as Exhibit "A" helps demonstrate that this building has not ever served as a residential use).

All use (as a contractor shop a janitorial service and a ceramic painting/coating business) will take place indoors; there will be no outside storage and none of the compounds listed in Terre Haute City Ordinance 1-225 a. 3. A-2 will be used or involved in either contractor shop a janitorial service or ceramic painting/coating business. All material to be ceramically painted/coated will be delivered to the site and distributed to the customer upon completion. No on-site "walk in service" is contemplated and the traffic increase is expected to involve only the delivery of the material to be painted/coated and the delivery of the finished product to the commercial customers. Photos of the 207 Hulman Street building, the abandoned building and out building to be demolished with 90 days of any successful rezoning and surrounding properties are attached as Exhibits "A" through "F".

Your petitioner would request that the real estate described herein shall be zoned as a M-1 Light Industry District. Your petitioner would allege that the M-1 Light Industry District would not alter the general characteristics of this neighborhood.

Your petitioner would respectfully show the proposed change would not be detrimental to the public welfare or injurious to the property or improvements in the neighborhood.

WHEREFORE, your petitioner respectfully requests that the Area Plan Commission for Vigo County and the Common Council of the City of Terre Haute, Indiana, favorably consider the passage of a Special Ordinance amending the Comprehensive Zoning Ordinance of the city of Terre Haute, Indiana, being Chapter 10, Article 2 of the Municipal Code designated as "Comprehensive Zoning Ordinance for the Terre Haute, Indiana," and declaring the above-described real estate to be part of the M-1 Light Industry District of the City of Terre Haute, Indiana, and entitled to the rights and benefits that may accrue to the real estate and the owners thereof by virtue of the new designation subject to all limitations imposed by deed or otherwise.

IN WITNES WHEREOF, This petition has been duly executed this ____2019.

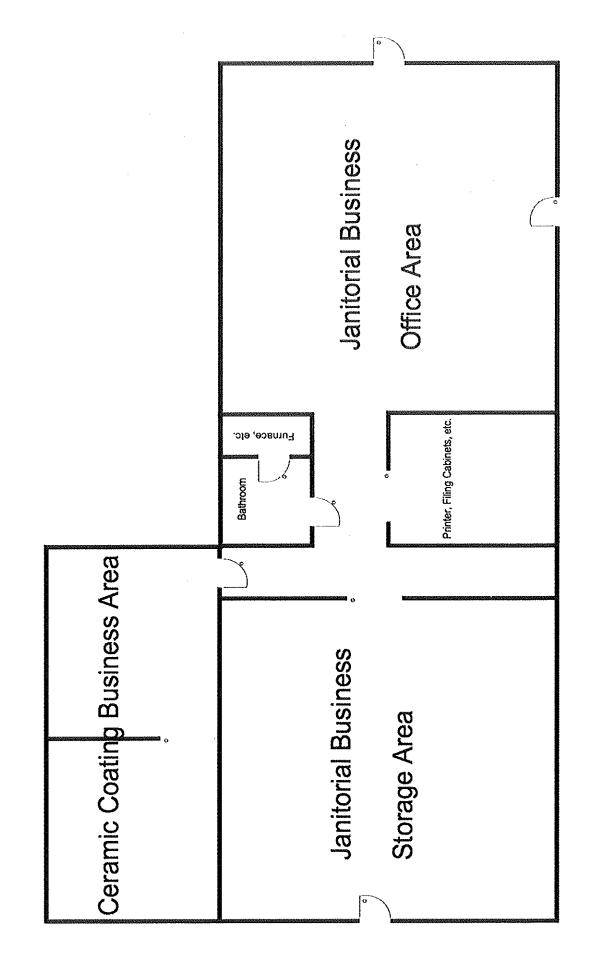
Casey P. Collins

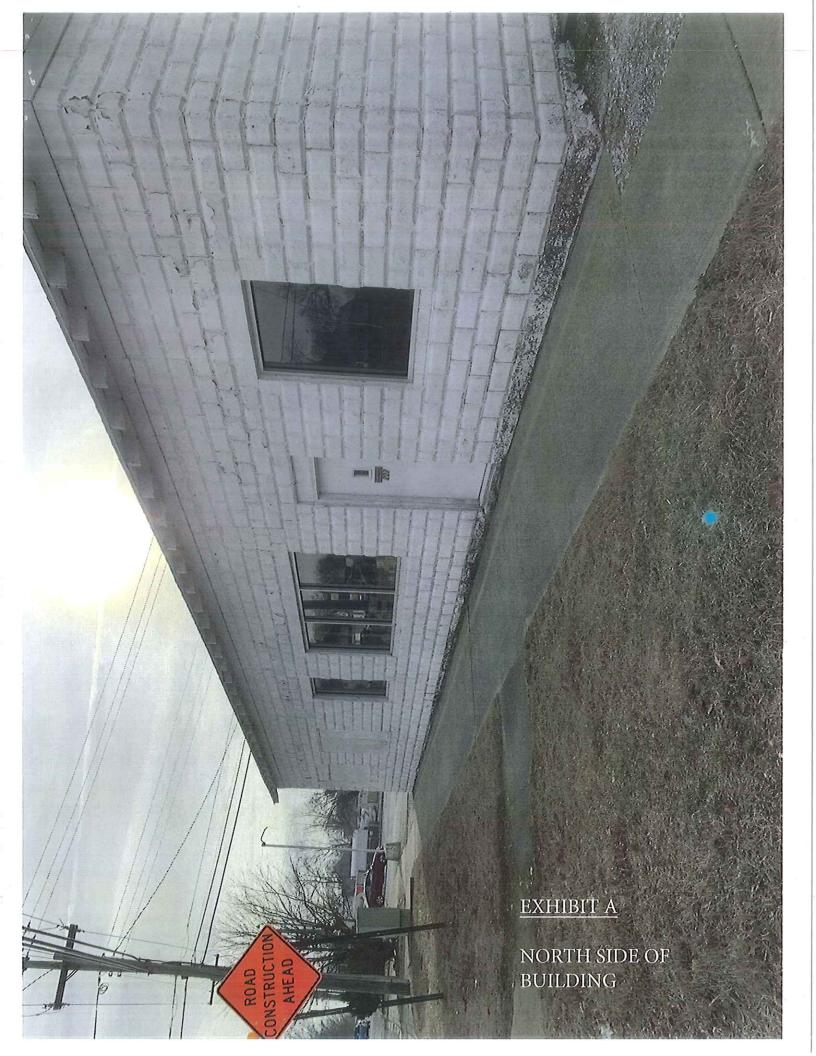
Rosalie M. Collins

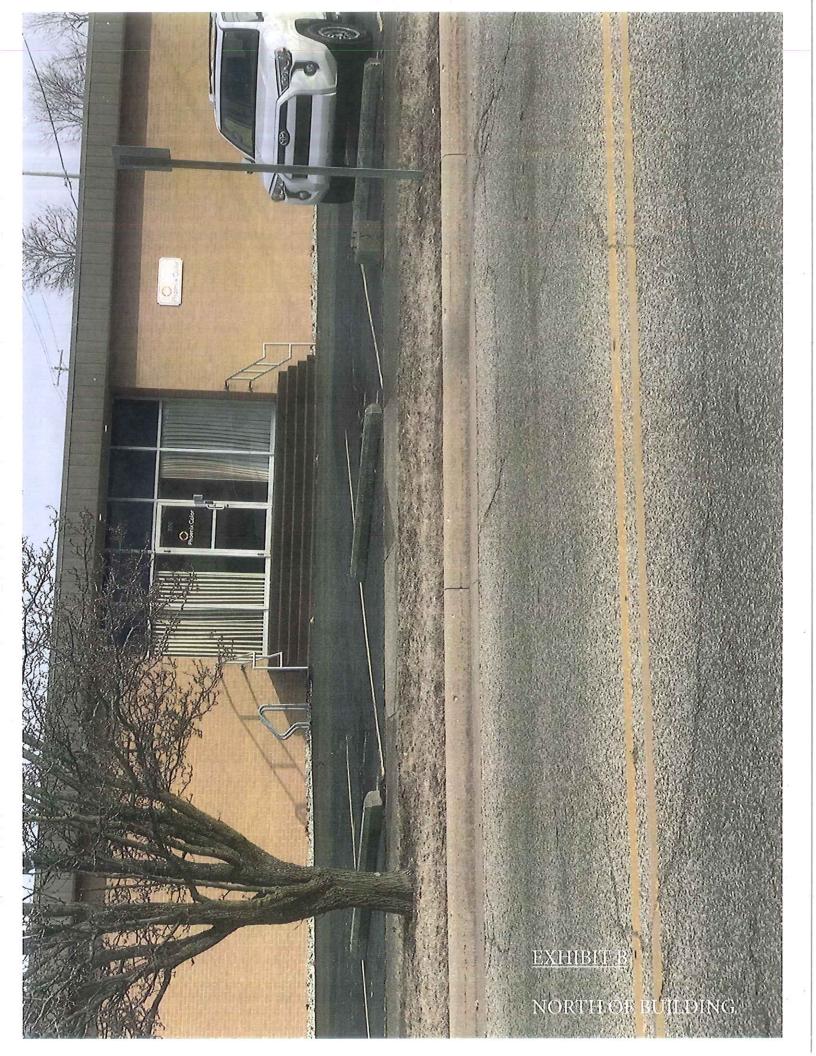
Zach Reagan

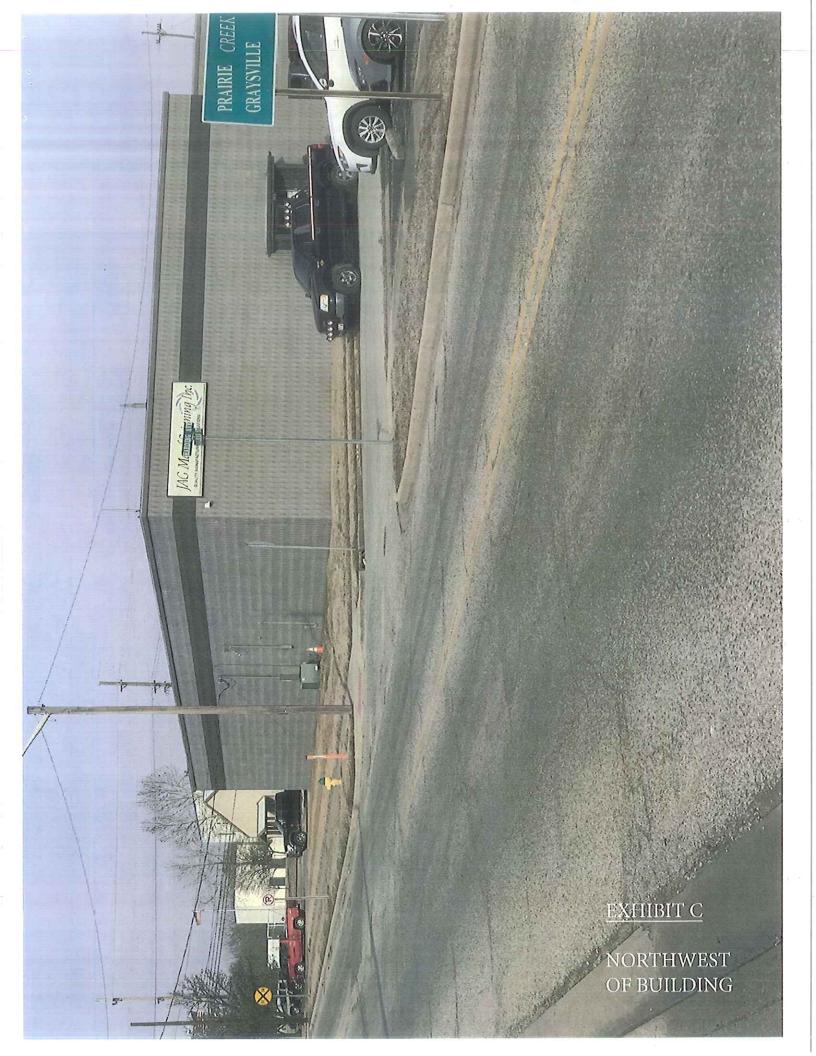
PETITIONERS: Casey P. Collins and Rosalie M. Collins (fee owners and land contract sellers) and Zach Reagan and Courtney Reagan (equitable owners and land contract purchasers), 5695 S. Earnest Street, Terre Haute IN 47802 (Reagan)

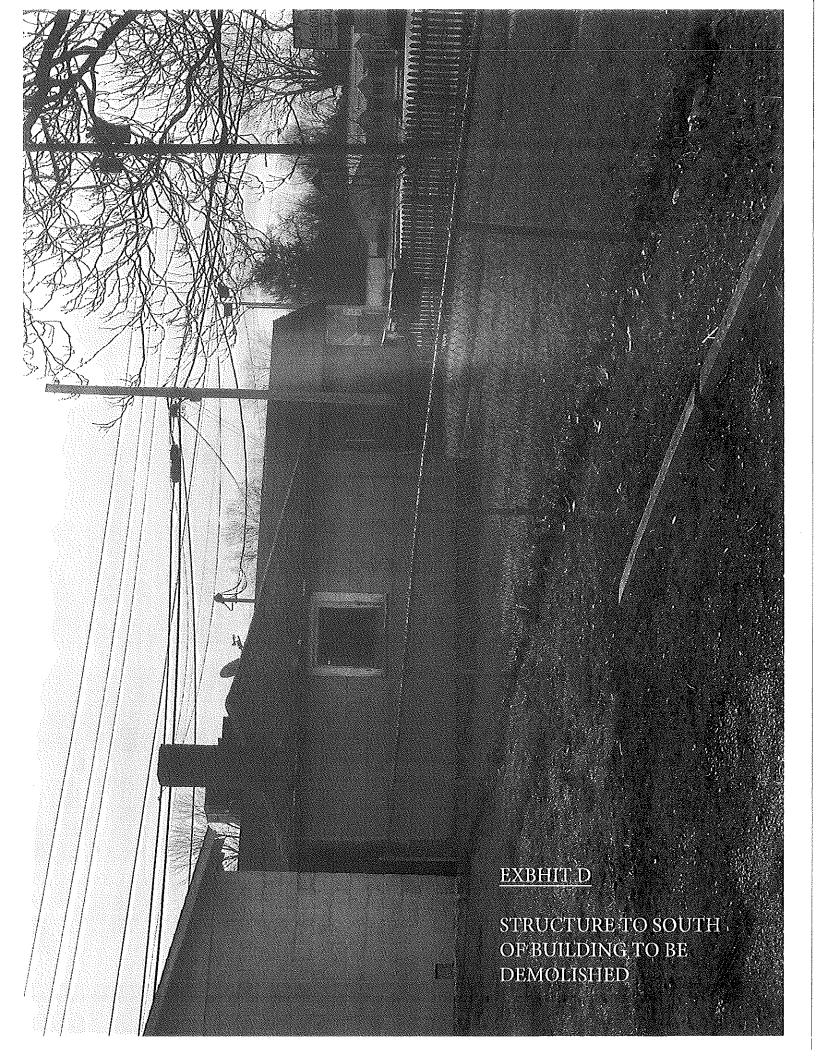
This instrument was prepared by Jeffry A. Lind, 400 Ohio Street, Terre Haute, IN 47807, 812-234-5463.

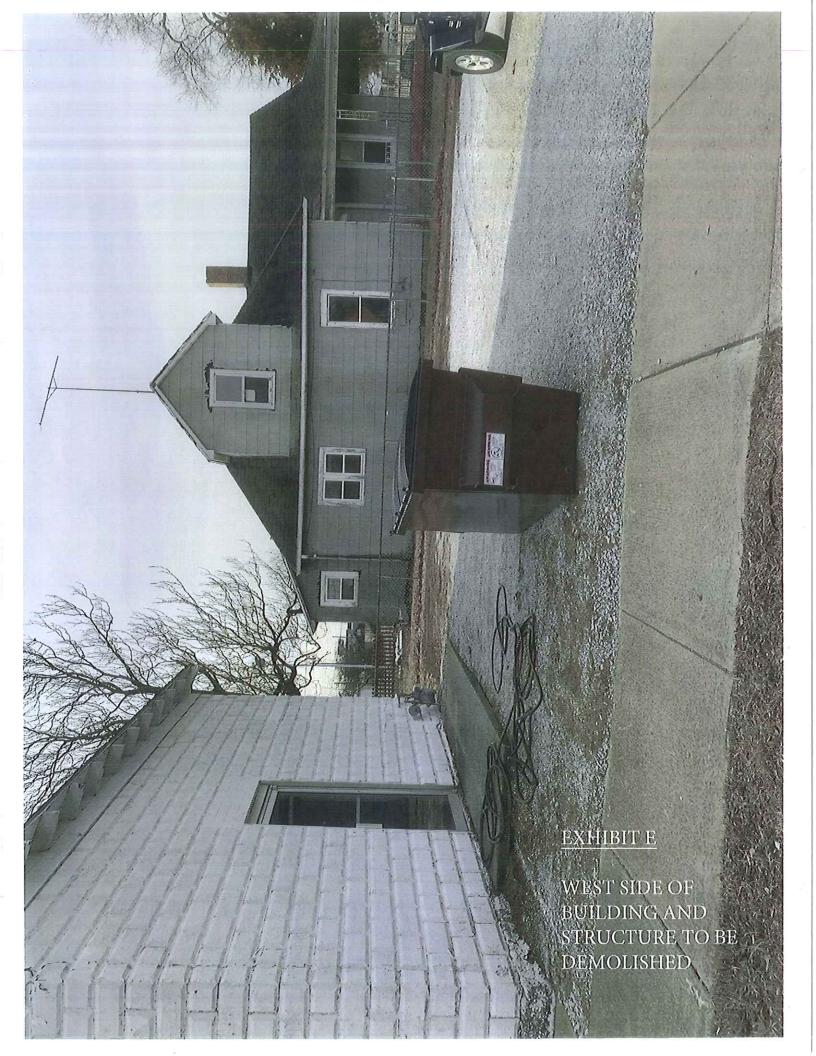


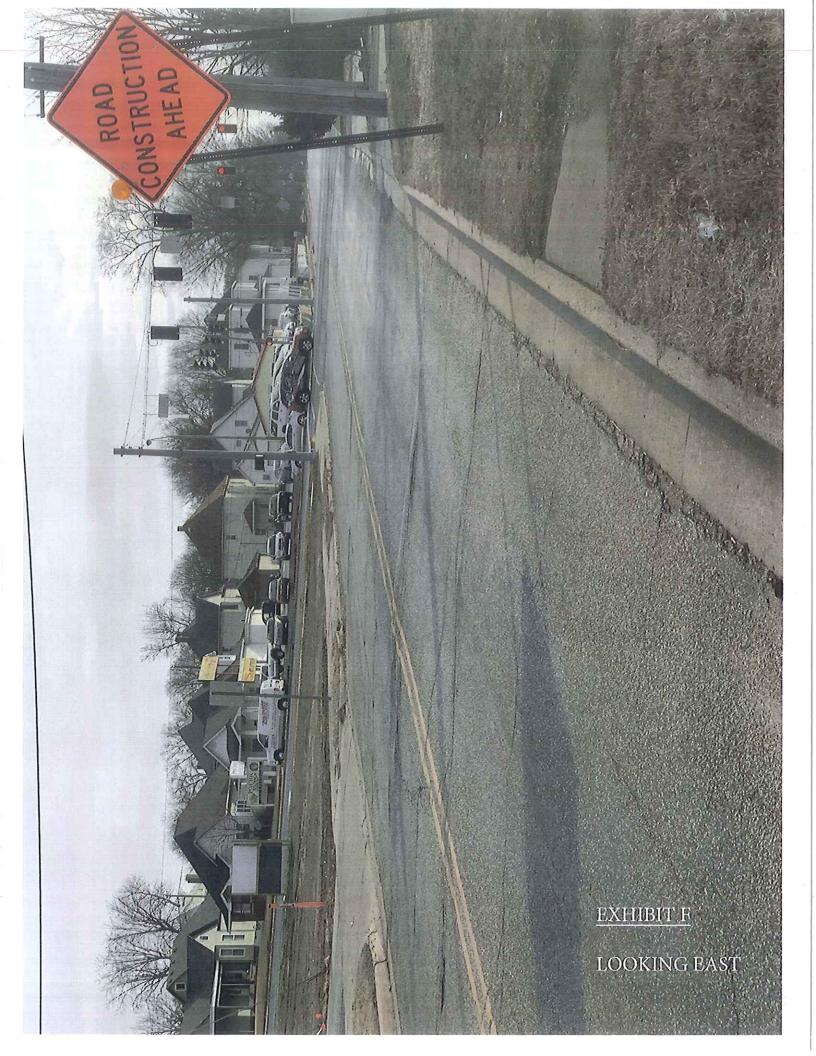












CORPORATE WARRANTY DEED

440/004090/

THIS INDENTURE WITNESSETH, that Moore-Langen Printing Co., Inc., successor by merger to The Moore-Langen Building Company, Inc., an Indiana Corporation ("Grantor"), a corporation organized and existing under the laws of the State of Indiana CONVEYS AND WARRANTS to Casey P. Collins and Rosalie M. Collins, Husband and Wife of Clay County, in the State of Indiana, for the sum of One (\$1.00) Dollar and other valuable consideration the receipt of which is hereby acknowledged, the following described real estate in Vigo County, in the State of Indiana:

Lot Number Twenty-one (21) in Herman Hulman's Addition of 21 2/10 acres lying in the Northeast Quarter of Section thirty-three (33), Township Twelve (12) North of Range Nine (9) West, adjoining Terre Haute, Indiana.

This Deed is being executed below by the President and Secretary of Moore-Langen Printing Co., Inc., successor by merger to The Moore-Langen Building Company, Inc., after being duly authorized to do so after proper resolution of the Board of Directors. This conveyance does not involve all or substantially all of the assets of said Corporation and no Indiana corporate gross income tax is due on this transaction.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this

It day of October, 1996.

DULYENTERED FOR TAXATION

OCT 16 1996

edite auderson

AUDITOR VIGO COLINTY

Moore-Langen Printing Co., Inc., successor by marger to The Moore-Langen Building Company, Inc.

Evan A Werling President-Secretary

004090		1
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STATE OF INDIANA)

COUNTY OF 1/160)

Before me, a Notary Public, in and for said County and State, personally appeared Evan A. Werling, President and Secretary, of Moore-Langen Printing Co., Inc., successor by merger to The Moore-Langen Building Company, Inc., who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this Bu day of Wholey 1996.

Signature Marcha Adams

Printed Marsha itonms

Residing in V160 County, Indiana

My Commission Expires:

9-26-99

This Instrument Prepared by:

Joseph D. Trout
WAGNER, CRAWFORD, GAMBILL
AND TROUT
416 South Sixth Street
P.O. Box #1897
Terre Haute, IN 47808-1897
(812)-238-1408
(812)-238-1127 FAX

HEVEIVED FOR RECORD

OCT 1 6 1996

RECORDER O VIGO COUNTY

DULY ENTERED FOR TAXATION Subject to final acceptance for transfer

Hitchell Heuton
Vigo County Recorder
Filing Fee:
1 9913284

1 944/3422

321, 23 1999

Judos a auduras Austroa WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT John R. Anderson for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants unto Casey P. Collins and Rosalie M. Collins, as husband and wife, the following described real estate located in the County of Vigo, State of Indiana, to-wit:

Lot Number Twenty-two (22) in Herman Hulman's Addition of 21 2/10 acres lying in the Northeast Quarter of Section Thirty-three (33), Township Twelve (12) North of Range Nine (9) West, adjoining Terre Haute, Indiana.

Subject to easements, covenants, restrictions, leases and other matters of record affecting title to the subject real estate.

Subject to taxes prorated to the date hereof.

	above referred to 30	oin ic. Muncison	nas nercunto	set his hand and
scal, this 23rd day of \ July	, 1999,			
White Mistran	~(SEAL)			
John R. Anderson				
STATE OF INDIANA, VLRO	COUNTY, SS:			
Before me, the undersigned, a Notary July annexed Deed to be his voluntary act and dee	ially appeared John F	ld county and state, & Anderson and	this <u>23rd</u> day of he acknowledged	the execution of th
WITNESS by hand and Notarial Sea				
My Commission Einliess February, 13, 12007	Janu	Lan K. Luca		·
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THIS INSTRUMENT WAS PREPARED BY:	: Cause /	printed name of not	et.	
Carroll D. Smeltzer, Attorney, Cox, Zwerner, Ga	mbill & Sullivan, 51 f	Wabash Avenue, Te	e liaute, IN 4780	7

CaseyP. and Rosalie M. Collins 3416 W. St. Rd 46 Cory



FINANCING ADDENDUM · COMMERCIAL - INDUSTRIAL REAL ESTATE

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15	f	Purc!	nase Agreeme	nt shall be null	and void and all d	eposits returned	d to Buyer le	ess the expenses	of title work,	survey and
16 17	8	attorr	юу fees, all по action.	t to exceed \$	***************************************		, Incurre	d by Seller to the	date of cancel	ation of this
18			action. .ER FINANCIN	ic.						
19					provide financing in	the principal su	m of S		•	
20	2	. T	ype of Financ	ng: The form of	the transaction sha	l be: (Check th	e applicable	paragraph lette	r below)	
21	[§] (e) Installment	Sale Contract:	The parties shall	execute an ins	tallment sak	e contract at clos	sina. Forteiture	provisions
22			are to be rela	eased by Seller v	when Buyer has pai ment sale contract	d more than \$ _			or 100.000	% of the
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46			be for non-pa	vment of real e	state taxes, asses:	sments or insur	ance, misar	polication of rents	environment	al liablities
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53	8.	Pro	perty Taxes	and Insurance:	Buyer shall pay the	Property taxes	and insuran	ce in addition to p	rincloal and in	terest.
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56 57	X	applied toward the payment of the installments of p	n part at any time without premium. Any prepayments are to be xinclpal fast maturing, but interest shall immediately cease upon
58		amount of principal prepaid.	·
59	10	Subordination: The lien securing payment of the note of	or contract will be inferior to any lien securing any loan assumed,
60		taken subject to or given in connection with third party final	ncina.
61	11	Credit Approval: Within5 days of a	acceptance of the Purchase Agreement, Buyer shall furnish to Seller
62		tinancial information in detail reasonably salisfactory to	o Seller. Buyer authorizes Seller to engage the services of a
63		reputable credit reporting agency for this purpose a	Buyer's expense, and Seller shall notify the Buyer within
64		days of receipt of the financial inform	nation and the credit report of the approval or disapproval of Buyer's
65.		credit.	The state of the s
66	12	2. Documents: All documents evidencing the Seller figancia	ing shall be prepared in commercially reasonable and customary
67		forms hvix (Seller's) (Rover's) afforms at ((Seller's)	(Buyer's) expense. This Addendum is not intended to include all
68		terms and conditions that should be included in the f	form(s) of installment sale contract, promissory note, mortgage,
69		personal guaranty or other financing documents to be exec	ounts) of installment sale contract, promissory note, mongage,
	c. c	THER FINANCING TERMS:	ated at closing.
71	V. ~	THE CHINACONS ILLINGS.	
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Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.

Form #F07. Copyright IAR 2017



_ (office use only)

Page 2 of 2



AFFIDAVIT OF Casey P. Collins and Rosalie M. Collins (fee owners and land contract sellers) and Zach Reagan and Courtney Reagan (equitable owners and land contract purchasers)

COMES NOW affiants Casey P. Collins and Rosalie M. Collins (fee owners and land contract sellers) and Zach Reagan and Courtney Reagan (equitable owners and land contract purchasers) and affirm under penalty of law that affiants are the owners of record of the property located at 1706 Harding Avenue and 207 Hulman Street, Terre Haute, IN 47802 for which a rezoning is requested and hereto copies of the deeds and land contract are attached evidencing such ownership.

I affirm under penalty for perjury, that the foregoing representations are true.

Casey P. Collins	_
Rosalie M. Collins	
Zach Reagan	
Courtney Reagan	*************
STATE OF Florida) COUNTY OF Manatee) SS:	Notary Public State of Florida Michelle Star Londke My Commission FF 906558 Expires 08/04/2019

Personally appeared before me, a Notary Public in and for said County and State, Casey P. Collins, who acknowledges the execution of the above and foregoing, after being duly sworn upon his oath and after having read this Affidavit.

	TI A	
STATE OF _	Torida)
COUNTY O	F manatee) SS:



Announce) so.
Personally appeared before me, a Notary Public in and for said County and State, Rosalie Collins, who acknowledges the execution of the above and foregoing, after being duly sworn upon her oath and after having read this Affidavit.
WITNESS my hand and notarial seal, this day of March, 2019.
Notary Public: Michelle Stax hondke
My Commission Expires: 08 04 2019 My County Of Residence: Manatee
STATE OF INDIANA) COUNTY OF VIGO) SS:
Personally appeared before me, a Notary Public in and for said County and State, Zach Reagan, who acknowledges the execution of the above and foregoing, after being duly sworn upon his oath and after having read this Affidavit.
WITNESS my hand and notarial seal, this 26th day of March, 2019.
SANDRA L. KELLY Notary Public, State of Indiana Vigo County SEAL ** Commission # 638561 My Commission Expires September 20, 2020 Printed name
My Commission Expires: 9/20/2020 My County Of Residence: 190
STATE OF INDIANA) COUNTY OF VIGO) SS:
Personally appeared before me, a Notary Public in and for said County and State, Courtney Reagan, who acknowledges the execution of the above and foregoing, after being duly sworn upon her oath and after having read this Affidavit.
WITNESS my hand and notarial seal, this 26th day of Marsh, 2019. SANDRAL. KELLY Notary Public, State of Indiana Vigo County Commission # 638561 My Commission Expires September 20, 2020 Notary Public: Andra L-Velly Printed name
My Commission Expires: 9/30/3030 My County Of Residence: Vigo



Receipt

The following was paid to the City of Terre Haute, Controller's Office.

Date: 03-28-19	
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	PAID
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Credit:	у. 1
Total:	ived By: Lews



Area Planning Department For Vigo County

159 Oak Street, Terre Haute, Indiana 47807 *Telephone:* (812) 462-3354 *Fax:* (812) 234-3248

Terre Haute • West Terre Haute • Riley • Seelyville

DATE: May 8, 2019

REPORT TO THE CITY COUNCIL ON ZONING MAP AMENDMENT

THE VIGO COUNTY AREA PLAN COMMISSION HEREBY GIVES CERTIFICATION TO SPECIAL ORDINANCE NUMBER 9-19,

CERTIFICATION DATE: May 9, 2019

TO: The Honorable Common Council of the City of Terre Haute

Dear Members,

The Vigo County Area Plan Commission offers you the following report and certification on Special Ordinance No.9-19. This Ordinance is a rezoning of the property located at 1706 Harding Ave. and 207 Hulman St. The Petitioners, Casey P. Collins and Rosalie M. Collins, petitions the Plan Commission to rezone said real estate from zoning classification R-2 to M-1, Light Industrial District. The Ordinance was published in the Tribune-Star Newspaper in accordance with IC 5-3-1 and Division XIII of the Comprehensive Zoning Ordinance. Further, this ordinance was posted by the City Building Inspection Department in accordance with IC 36-7-4-604(c).

The Area Plan Commission considered Special Ordinance No. 9-19 at a public meeting and hearing held Wednesday, May 8, 2019. Remonstrators were not present. At this meeting, a quorum was present throughout the meeting pursuant to IC 36-7-4-301, and the Area Plan Commission took official action on Special Ordinance No. 9-19 as required by IC 36-7-4-302. The Area Plan Commission of Vigo County now hereby attaches certification to Special Ordinance No. 9-19 as required by IC 36-7-4-401(a)(7) and IC 36-7-4-605(c).

Therefore, Area Plan Commission's certified recommendation on Special Ordinance No. 9-19 was FAVORABLE WITH THE FOLLOWING CONDITION: Approval of a detailed site plan by City Engineering.

Fred L. Wilson, President

Jared Bayler, Executive Director

Received this 9th day of May, 2019